



**STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

INVITATION FOR BID NUMBER: M9-0004

BID DUE DATE: 2:00 P.M. (AZ TIME), November 17, 2008

In accordance with Arizona Revised Statute §41-2533, competitive sealed Bids for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened and read publicly.

Bids must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late bids will not be considered. Offerors submitting late bids will be so notified.

Bids must be submitted in a sealed envelope with the Invitation for Bid Number and the Offeror's name and address clearly indicated on the envelope. All bids must be completed in ink or be typewritten. Additional instructions for preparing bids are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency & Military Affairs Procurement Office.

MATERIAL OR SERVICE: Camp Navajo Wastewater and Sludge Removal. Camp Navajo is located at Exit 194, approximately 10 miles west from Flagstaff on I-40 West. The official address is 1 Hughes Avenue, Bellemont, Arizona, 86015.

PRE-BID CONFERENCE/SITE VISIT: A pre-bid/site visit conference will be held at 10:00 A.M. (AZ TIME), on November 5, 2008 at Camp Navajo, located at Exit 194, approximately 10 miles west from Flagstaff on I-40 West. The official address is 1 Hughes Avenue, Bellemont, Arizona, 86015. All potential Offerors are highly encouraged to attend.

FOR QUESTIONS ON THE SCOPE OF WORK: Tony D'Angelo, **TELEPHONE:** (928) 864.6255.

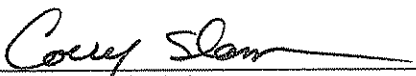
CONTRACT TYPE: FIRM, FIXED PRICE

CONTRACT TERM: INITIAL TWO YEAR AWARD WITH THREE ONE YEAR OPTIONS TO EXTEND

BUYER: Karie Ingles, CPPB; **TELEPHONE:** 602-267-2511; **FAX:** 602-267-2576; **E-MAIL:** karie.ingles@azdema.gov

BID ISSUE DATE: October 27, 2008

Copies via Internet: A copy of the solicitation documents may be downloaded from
<http://www.azdema.gov/jp/pc/solicitations.html>


CORRY SLAMA
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page.

DEMA PROCUREMENT OFFICE

Building #M5330
5636 E. McDowell Road
Phoenix, Arizona

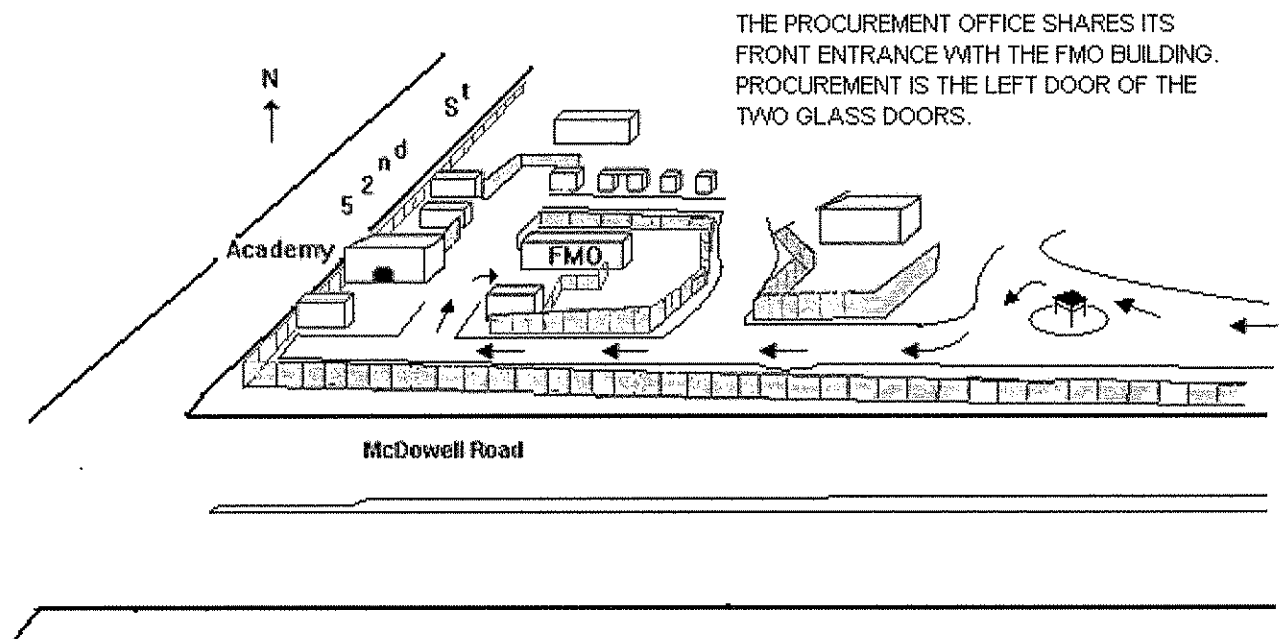
Hours of Operation

Monday - Friday

7:00 AM - 3:30 PM

Location

Access to the DEMA Procurement Office is available off Bushmaster. Bushmaster is approximately ½ mile east of 52nd Street. (Enter base off McDowell Rd., Turn north on Bushmaster and follow the road on the base parallel to McDowell Road.)



FOR QUESTIONS CALL 602-267-2699

TABLE OF CONTENTS

The **documents and forms listed below in boldface type and underlined** must be completed and returned by the Offeror. Other documents may be required. Offerors should carefully review all sections of the Invitation for Bid.

<u>SECTION</u>	<u>PAGE</u>
IFB COVER PAGE	1
TABLE OF CONTENTS	2
I. UNIFORM INSTRUCTIONS TO OFFERORS	3
II. UNIFORM TERMS AND CONDITIONS	3
III. SPECIAL INSTRUCTIONS TO BIDDERS/OFFERORS and SUPPLEMENTARY INSTRUCTIONS	4
IV. DEMA SPECIAL TERMS AND CONDITION	6
<u>ATTACHMENTS</u>	
A. OFFER DOCUMENT	13
B. BID PROPOSAL FORM	14
C. CERTIFICATE OF CORPORATE AUTHORITY	15
D. NON-COLLUSION AFFIDAVIT	16
E. SUSPENSION/DEBARMENT AFFIDAVIT	17
F. SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CLASSIFICATION	18
G. REFERENCES	19
<u>EXHIBIT</u>	
1. SCOPE OF WORK	20

SECTION I
UNIFORM INSTRUCTIONS TO OFFERORS v 7.1

The State of Arizona's approved Uniform Instructions (**Version 7.1, Dated 05/01/03**) to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azspo.az.gov/PoliciesDocuments/index.htm>

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION II
UNIFORM TERMS AND CONDITIONS – Az SPO Form 202, Revision 7

The State of Arizona's approved Uniform Terms and Conditions (**Version 7.0, Dated 05/01/03**) are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azspo.az.gov/PoliciesDocuments/index.htm>

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION III
SPECIAL INSTRUCTIONS TO BIDDERS/OFFERORS

1. PREPARATION OF BID

- A. All bids shall be submitted on the forms provided in this solicitation package. Copies of these forms are acceptable, however, telegraphic bids, mailgrams, or bids sent by facsimile will not be considered.
- B. The authorized person signing the Offer shall initial (in ink) all erasures, interlineations, or other modifications in its bid.
- C. Bid prices shall be shown in both words and figures. In case of a discrepancy, the amount in words shall prevail. In the case of a mathematical error in extending the prices in its bid, the State will consider only the unit price. No bidder will be permitted to alter, amend, or withdraw its bid after the specified bid due date and time.
- D. Unless otherwise noted, all time periods listed as number of days shall be considered calendar days.
- E. It is the responsibility of each bidder to examine the complete Solicitation package and seek clarification for any items or requirements that may appear to be incorrect, unclear or ambiguous. All responses shall be thoroughly checked by the respective bidding vendor for accuracy and completeness before submission to the State. Negligence in preparing a bid confers no legal right of withdrawal after the due date and time.

2. BID PROPOSAL FORM (ATTACHMENT B)

- 2.1 For reasons of clarity, all pricing shall be priced for the same unit characteristics (size, volume, quantity, weight, color, etc.) as the bid specifications request unless specifically called for otherwise in the specifications.
- 2.2 Bid pricing must be provided on the price sheet(s) provided in this solicitation. Submissions (bids) failing to comply with this requirement may be declared non-responsive.
- 2.3 All quotations shall be based on a firm, fixed price per one thousand gallons disposed and the resultant contract shall be awarded to the lowest price, responsive, responsible bidder in accordance with specifications as provided in this Invitation for Bid.

3. TAXES

The State of Arizona is exempt from all Federal Excise Tax, including Federal Transportation Tax. All applicable taxes, including sales tax, shall be included in the base and alternate prices.

4. CLARIFICATION

- 4.1 Clarification shall mean written and/or oral communication(s) with the bidder/offeror to include demonstrations, questions and answers, etc., in order to eliminate minor informalities or correct nonjudgmental mistakes in a bid or proposal. Clarification does not otherwise afford the bidder/offeror the subsequent opportunity to alter/change its bid or proposal.
- 4.2 All questions regarding this solicitation must be submitted in writing and directed to Karie Ingles, Contract Officer via fax at (602) 267-2576 or via email at karie.ingles@azdema.gov, **no later than November 10, 2008.**

5. DUE DATE/COPIES

All bids must be marked with the bid number on the outside of the response envelope and be delivered to: Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495. Only one original is required to be submitted.

6. **SUPERVISION**

The bidder shall provide the Department with the names and telephone numbers of a Job Manager or Working Supervisor. The Supervisor shall be responsible for the competent performance of all pest control services pursuant to this contract. The Job Manager should make sufficient routine inspections to insure that all work is performed as specified.

7. **REFERENCES**

The bidder shall provide no less than three (3) firms/companies whom the bidder has provided the same type of service as specified in this solicitation within the last three (3) years, to include, at a minimum, the following information:

- Company Name & Address
- Contract Name(s) & Telephone No. of individual(s)
- Project/Contract Dates of Service

SECTION IV

DEMA SPECIAL TERMS AND CONDITIONS

1. **EVALUATION**

A Contract shall be awarded to the lowest, responsible, responsive Offeror whose Bid conforms in all material aspects of the requirements and criteria set forth in this Solicitation.

2. **CONTRACT TERM**

The term of any resultant Contract shall commence on the date of award and continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

3. **CONTRACT EXTENSION**

The State reserves the right to unilaterally extend the Contract for thirty-one (31) days past the expiration date. Any resultant Contract may be extended by mutual written agreement for supplemental periods of twelve (12) months up to a maximum contract term of five (5) years.

4. **CALENDAR DAYS**

The Offeror shall state, on the Bid Proposal Form, the least number of calendar days (counting Sundays and holidays) after date of receipt of Notice to Proceed in which they will complete performance. The Offeror shall make any allowance for possible difficulties which may be encountered.

5. **CONTRACT APPLICABILITY**

The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed between the Contractor and the Department are not applicable to this Solicitation nor any resultant Contract.

6. **CONTRACT ADMINISTRATION**

Following award the Contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Procurement Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

7. **VALUE IN PROCUREMENT**

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its original term even though additional contract extensions may still be available.

8. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their bid/proposal.

9. **ELECTRONIC AND INFORMATION TECHNOLOGY**

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

10. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS**

- 10.1 By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 10.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

11. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.**

- 11.1 The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 11.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 11.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 11.4 The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 of this subsection #9 in this solicitation.

12. **MATERIAL AND WORKMANSHIP**

Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by the Contract are to be new and of the most suitable grade of their respective kinds for the purpose intended, and all workmanship shall be first class. Where equipment, materials or articles are referred to in the specifications as 'equal to' any particular standard, the Purchasing Officer's Representative (POR) shall decide the question of equality. The Contractor shall furnish to the POR for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the POR, the Contractor shall furnish to the POR for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection. The POR may in writing require the Contractor to remove from the work site such employees as the POR deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the work site is deemed by the POR to be contrary to the public interest.

13. **RECOVERY OF DAMAGES BY CONTRACTOR FOR DELAY**

Damages related to expenses incurred by the Contractor for a delay for which the Department is responsible, which is unreasonable under the circumstances, and which was not within the contemplation of the parties to the Contract, may be negotiated between the Contractor and the Department, pursuant to Arizona Revised Statutes ' 41-2617.

14. **SAFETY STANDARDS**

All work provided under the Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

15. **POST AWARD CONFERENCE**

After award of a contract, the Contractor may be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements of the contract.

16. **NOTICE TO PROCEED**

The Department shall issue a Notice to Proceed or executed Purchase Order for the material or service covered by the Contract. The term of any resultant Contract shall commence on the date of Notice to Proceed or Purchase Order and continue for the period of time indicated in the Contract, unless terminated, canceled or extended as otherwise provided.

17. **INVOICING**

Upon satisfactory inspection and acceptance by the Department of the completed project(s), the contractor shall submit an invoice for payment to the AZDEMA designee identified by each On Site Coordinator.

All invoices submitted for payment shall include the gallons disposed.

All invoices shall contain the purchase order number, contract name and number, Contractor's name, address and phone number and the name of the Contractor's representative to contact concerning billing questions.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of service within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein.

18. **PRICE ADJUSTMENT**

18.1 The State may review a fully documented request for a price increase only after the Contract has been in effect for two (2) years. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the date of the Contract amendment.

18.2 A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

20. **INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- Coverage must be **identified as specific to the operations** as described in the Scope of Services in this Contract.
- The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”***.
- Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$5,000,000
-----------------------------	-------------

- The policy shall **include Automobile Pollution Liability** specific to the transportation of hazardous materials.
- The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”***.
- Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. M5330, Phoenix, AZ 85008**, and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

The awarded Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. #M5330, Phoenix, Az. 85008**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

21. **LICENSES**

- 21.1 Contractor shall maintain current all applicable federal, state and local licenses, in addition to obtaining any permits required for the legal operation of its business.
- 21.2 The Contractor shall at their expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.
- 21.3 The Contractor shall comply with the Social Security Act, Workers' Compensation laws, and Unemployment laws of the State of Arizona as well as all local, state, and federal legislation, rules, and regulations associated with maintenance and construction relevant to the Contractor's business.

22. **CANCELLATION**

- 22.1 This contract is critical to the State of Arizona. The State reserves the right to immediately cancel in whole, or in part, this contract due to the failure of the Contractor to carry out any obligation, term or condition contained herein. The State will issue written notice of default that shall be effective immediately and/or state the effective termination date. Default shall be for acting or failing to act as in any of the following:
- A. The Contractor provides material that does not meet the specifications of the contract;
 - B. The Contractor fails to adequately perform the services set forth in the specifications;
 - C. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated;
 - D. The Contractor fails to make progress in the performance of the contract and/or gives the State reason to believe that the Contractor will not, or cannot, perform to the requirements of the contract.
- 22.2 The State may take any of the following remedies or combinations thereof:
- A. Cancel the contract in whole or in part;
 - B. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - C. Perform tests or analyses on materials provided to determine the compliance with the specifications of the contract. If the results of any test or analyses determine the material provided does not substantially conform with the specifications, the testing expense shall be borne by the Contractor;
 - D. In case of Default, the State reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The State may recover actual excess costs from the Contractor by:
 - (1) Deducting the amount from an unpaid balance;
 - (2) Collecting against any bid and/or performance bond, or;
 - (3) A combination of the above or any other remedies as provided by law.
 - E. If the contract is not terminated, the Contractor shall continue its performance and therefore, be liable to the State for liquidated damages until the products are delivered or the service is performed.
 - F. In the event the State exercises its right to terminate this contract, the Contractor is liable for any excess costs in addition to liquidated damages until such time that the State may reasonably obtain delivery or performance of similar supplies or services.

23. **TERMINATION BY THE GOVERNOR**

Pursuant to Arizona Revised Statute §38-511, the State may cancel a contract without penalty or further obligation if, within three (3) years of the Contract execution date, any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Department is, at any time while the contract or any extension thereof is in effect, an employee of, or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Governor is received by the parties to the Contract, unless the notice specifies a later time.

24. **EMPLOYEES OF THE CONTRACTOR**

No one except authorized employees of the Contractor is allowed on the premises of the Department buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor. Under no circumstances are minor children to be allowed on State property in the course of the Contractor's work schedule. All Contractor employees shall wear identification badges or uniforms at ALL times.

25. **REMOVAL OF CONTRACTOR EMPLOYEES**

The contractor shall utilize only experienced, responsible and capable employees in the performance of this contract. At the Departments request, the Contractor shall replace or remove employees who endanger person or property or whose continued employment under this contract is inconsistent with the best interests of the State and/or the Department.

26. **ROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION**

The contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (trees, shrubs, grass, etc.) on State property. If the Contractor fails use reasonable care and damages buildings, equipment, or vegetation, he shall replace or repair the damage at no expense to the State as directed by the Procurement Manager. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

27. **RIGHT TO INSPECT PLANT**

The Department may, at reasonable times, inspect the part of the plant or place of business of an Offeror or Subcontractor which is related to the performance of any Contract as awarded or to be awarded, in accordance with Arizona Revised Statute § 41-2547.

28. **LIQUIDATED DAMAGES**

If the Contractor neglects, fails or refuses to substantially complete the work within the contract time(s), or any extension granted by Change Order, then the Contractor shall, as part consideration for the award of this contract, pay to the Owner a sum of not less than \$600.00, not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor fails to substantially complete the work. If the Contractor neglects, fails or refuses to totally and finally complete the work within 30 days after the actual date of Substantial Completion, or the time(s) specified therefore in other provisions of the contract documents, or any extension granted by change order, then the Contractor shall, as part consideration for the award of this contract, pay to the Owner a sum of not less than \$200.00, not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor fails after the time(s) stipulated in the con tract to totally and finally complete the work.

ATTACHMENT A -- OFFER & ACCEPTANCE DOCUMENT

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS INVITATION FOR BID NUMBER: M9-0004

Submit the ORIGINAL of this attachment to the Department Procurement Office

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to furnish the construction in compliance with all terms, conditions, drawings, specifications and addenda. By signing this attachment the undersigned also understands and will comply with the Instructions to Offerors. Furthermore, in accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and/or Sudan.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer:
Federal Employer Identification No.:	Name:
Commercial Contractor's License No:	Telephone No.:
Company Information:	Fax No.:
Company Name:	Email Address:
Street Address	Authorized signature:
Street Address	Printed Name:
City State Zip	Title
Company Email Address:	Signature

ACCEPTANCE OF OFFER AND CONTRACT AWARD

When signed below, your Bid is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's bid as accepted by the State. This Contract shall be referenced by Contract No. **M9-0004**.

You are cautioned not to commence any billable work or provide materials/services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.

<p>AZ. DEPT. OF EMERG. & MILIARY AFFAIRS</p> <p>Awarded the ____ day of _____, 200__</p> <p>_____ Corry Slama, C.P.M., CPPB As Procurement Manager & Not Personally</p>

ATTACHMENT B
BID PROPOSAL FORM
M9-0004

Sealed Bids will be received until **2:00 P.M. (AZ TIME), November 17, 2008**, in the Department Procurement Office (State), Building #M5330, 5636 East McDowell Road, Phoenix, Arizona 85008-3495. Bids will be opened in Building #M5330.

Having carefully examined the premises and conditions affecting this work, the Offeror proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete **Camp Navajo Wastewater And Sludge Removal**, in strict conformity with all provisions of the Solicitation for the following:

Line Item	Description	Unit Price
24 Hour Response Time		
1.	Service Calls, during regular business hours	\$_____per 1,000 gallons
2.	Service Calls, after business hours	\$_____per 1,000 gallons
3.	Service Calls, during State holidays	\$_____per 1,000 gallons
1 1/2 Hour Response Time		
4.	Service Calls, during regular business hours	\$_____per 1,000 gallons
5.	Service Calls, during regular business hours	\$_____per 1,000 gallons
6.	Service Calls, during regular business hours	\$_____per 1,000 gallons

PAYMENT TERMS:

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, shall be discounted by _____ % (excluding sales tax).

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his bid.

The Department of Emergency and Military Affairs is not be responsible for any errors or omissions on the part of the Offeror.

This bid may not be withdrawn for a period of ninety (90) days after the bid opening date.

ATTACHMENT C
CERTIFICATE OF CORPORATE AUTHORITY

Offerors must provide the following information:

A Corporation existing under the laws of the State of _____; or

A Partnership consisting of _____; or

An Individual trading as _____.

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, _____, certify that I am the _____
of the Corporation named as Offeror herein; that _____ signed this
Bid on behalf of the Corporation, was then the _____ of said
Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its corporate powers.

CORPORATE OFFICER
(Signature)

STATE OF ARIZONA)
COUNTY OF _____)

16

(Required only for offers over \$100,000)

STATE OF ARIZONA)
)
COUNTY OF _____)

_____, Affiant,
(Name) (Title)

of _____, the Person, Corporation, or Company who make the accompanying
(Firm Name)

Bid, having first been sworn, deposes and says:

"That the Firm, Business or person submitting an offer is not debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State or local government.

It is agreed that if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion. If awarded, the offeror must include a letter with its offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided."

(Firm Name)

By: _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____
(Date) (Notary Public)

ATTACHMENT F

SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<ul style="list-style-type: none"><input type="radio"/> 1.0 Small Business (SB)<input type="radio"/> 2.0 Small Business- African American (SBAA)<input type="radio"/> 3.0 Small Business- Asian (SBA)<input type="radio"/> 4.0 Small Business- Hispanic (SBH)<input type="radio"/> 5.0 Small Business- Native American (SBNA)<input type="radio"/> 6.0 Small Business- Other (SBO)<input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB)<input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA)<input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA)<input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH)<input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA)<input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)	<ul style="list-style-type: none"><input type="radio"/> 13.0 Woman Owned Business (WOB)<input type="radio"/> 14.0 Woman Owned Bus. African American (WOBAA)<input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA)<input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH)<input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA)<input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO)<input type="radio"/> 19.0 Minority Owned Bus. African American (MAA)<input type="radio"/> 20.0 Minority Owned Bus. Asian (MA)<input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA)<input type="radio"/> 22.0 Minority Owned Bus. Native American (NA)<input type="radio"/> 23.0 Minority Owned Bus. Other (MO)
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

=====
Company Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature Date

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a ☐ Minority and/or ☐ Women (check one or both) Owned Business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature Date

ATTACHMENT G
REFERENCES

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 36 MONTHS. These references will be checked, so please make sure all information is accurate and current.

ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

EXHIBIT 1 - SCOPE OF WORK

Camp Navajo Wastewater and Sludge Removal

Camp Navajo is requesting written quotations from contractors for the hauling and disposing of wastewater and sludge from the wastewater treatment plant and associated lift stations and collection system.

The successful contractor must be currently licensed to haul wastewater sludge by the State of Arizona and any other required regulatory agency(ies). Additionally, the disposal method of the sludge from Camp Navajo must be in accordance with all Arizona Department of Environmental Quality (ADEQ) regulations and meet all applicable federal and state agency requirements.

CONTRACTOR SHALL:

- Furnish all labor, equipment, transportation, and services required to perform all work for wastewater and sludge hauling.
- The minimum volume of the contractor's truck hauling the wastewater and/or sludge shall be two thousand (2000) gallons.
- Assume all liability for the wastewater and/or sludge from the time it is loaded/picked up at Camp Navajo until it is disposed of in accordance with all federal and state regulations and or laws.
- Provide proof of the disposal location, method, and quantity, within seven (7) working days of Camp Navajo's request.
- Provide service on an as needed, as required basis due to the age of the collection system. Camp Navajo experiences infiltration issues at various times throughout the year -- mostly during heavy rains and snowmelt. Camp Navajo anticipates 80,000 gallons wastewater sludge will need to be disposed on a yearly basis.
- Respond within 24 hours, on-site at Camp Navajo after contractor receives request from Camp Navajo (with the exception of emergency requests). Emergency request response times shall be 1-1/2 hours on-site after contractor receives request from Camp Navajo.

SERVICE HOURS:

NORMAL BUSINESS HOURS shall be considered work being performed between 6:00 AM to 4:30 PM, Monday through Friday, excluding State holidays.

AFTER HOURS shall be considered work being performed after 4:30 PM and before 6:00 AM the next morning, including Saturdays and Sundays.

HOLIDAYS shall be considered work being performed during on any State of Arizona recognized holiday.